



# AGREEMENT

By and Between

**Des Moines Regional  
Transit Authority**

and the

**Amalgamated Transit Union**

**Division 441**

For the Period

**June 1, 2006**

to

**May 31, 2007**



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**REGIONAL  
TRANSIT AUTHORITY  
and  
ATU DIVISION #441  
AGREEMENT**

This Agreement made and entered into by and between Des Moines Regional Transit Authority, its grantors, and successors and assigns, party of the first part, hereinafter for convenience called the "Company," the "Employer," or the "Authority," and the Amalgamated Transit Union, Division Number 441 of Des Moines, party of the second part, hereinafter for convenience called the "Union." The effective date of this GENERAL LABOR AGREEMENT is JUNE 1, 2006, except as otherwise provided herein.

WITNESSETH:

**GENERAL PROVISIONS  
SECTION I**

**1.1 Recognition of Transit Union.**

The Company recognizes the Union as the sole and exclusive representative for all employees in the following units: all employees of the Employer including operators, partsperson, serviceperson, interior cleaners, mechanics, and building and grounds employees, but excluding temporary employees, confidential employees, office-clerical and technical employees, managerial employees, professional employees, and supervisors as defined in the Public Employee Relations Act, Chapter 20, Code of Iowa.

## **SECTION II**

### **Union and Employer Rights and Responsibilities**

#### **2.1 No Strike, Lockout.**

This Agreement provides a grievance and arbitration procedure for settling disputes arising hereunder. Accordingly, the parties agree that during the life of this Agreement there will be no lockouts, strikes, or other actions prohibited by Sections 10 or 12 of Chapter 20, 1975 Code of Iowa.

#### **2.2 Non-discrimination.**

The Employer and the Union agree that there will be no discrimination against any employee as to hiring or termination, wages, training, upgrading, promotion, transfer, layoff, discipline or otherwise because of race, creed, color, national origin, sex, age, religion, or physical disability nor will there be any effort or attempt to cause such discrimination. The Union agrees to cooperate fully in any affirmative action program or action undertaken by the Employer. Whenever the male or female gender is used in this Agreement, it will be deemed to include the opposite gender.

#### **2.3 Union Membership.**

The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of employees to refrain from Union membership. There shall be no discrimination by either party because of membership or non-membership in the Union.

#### **2.4 Work Rules.**

The Company will formulate fair and reasonable work rules during the term of this Agreement. Such work rules shall be posted at least ten (10) working days in advance of their effective date, and shall be discussed and reviewed once a year at contract anniversary.

#### **2.5 Check Off.**

The ATU Local #441 agrees to furnish the Company with authorizations signed by the employee for the deduction of dues as provided in such authorizations. The Union will indemnify and hold the Company harmless from all liability or claims arising out of its compliance with these check-off provisions of any authorizations provided by the Union of any employee represented by it pursuant to these provisions. The Union employee's clearance card is to be provided by the Union and signed by an officer before final pay is released to employee.

### **2.6 Bulletins.**

The employer will provide a bulletin board for the Union to post notices relating to Union meetings, other proper Union business, or other matters as long as they are not political, obscene, or illegal.

## **SECTION III**

### **Leave of Absence**

### **3.1 General.**

At its discretion, the Company may grant an employee personal leave of absence, not to exceed thirty (30) calendar days. A personal leave of absence in excess of thirty (30) calendar days may be granted only by mutual agreement between the Company and the Union Representative.

### **3.2 Union Offices.**

Upon written application to the General Manager, an employee elected or appointed to office in the local or International Union will be granted leave of absence for the duration of such duties. No more than five (5) employees shall be absent on such leave at any one time. One local Union employee on leave will continue to accumulate seniority and other benefits with the exception of paid vacations, holiday, and wages.

### **3.3 Public Office.**

A leave of absence will be granted to an employee to accept a term in office as a politically elected or appointed public official. During his term in office, his seniority will be accumulated.

### **3.4 Military Leave.**

The Employer agrees to comply with Federal and State regulations.

### **3.5 Sick Leave.**

- a) Any employee who is ill for four (4) or more days, supported by satisfactory medical evidence to mean written verification of illness by a licensed practicing physician or written authorization by the employee allowing the employer to verify the illness with said licensed practicing physician, will be granted sick leave for the period of continuing disability.
- b) Sick leave granted for a period longer than thirty (30) days will require a monthly written statement from a licensed physician stipulating treatment and future diagnosis. An employee off for four (4) or more days will be required to have a doctor's release in order to return to work.
- c) If the employee returns from sick leave within thirty (30) calendar days, he will be returned to his job if it exists. If the employee's job does not exist, he will then bump into the seniority group of his choice in which his seniority shall prevail. If his sick leave is in excess of thirty (30) calendar days, he will be returned to his seniority group on the basis of seniority.
- d) In the event that the Company disputes medical evidence presented by an employee's physician, the employee will be required to be examined by the Company doctor. In the event of disagreement between the employee's doctor and the Company doctor, a third physician shall be consulted, and his opinion shall prevail.

All sick leave stipulations apply to Worker's Compensation cases.

### **3.6 Return from Leave.**

An employee must return to work within five (5) working days after the expiration of a leave of absence in order to remain in his previous seniority group on the basis of the employee's seniority. The five (5) working day limitation may be extended for an additional five (5) working days by the Company.



### **3.7 Funeral Leave.**

Leave of absences without loss of pay will be granted for work time lost due to a death in the family on the following basis:

- a) up to three (3) days for work time actually lost one of which must be the date of the funeral in the case of an employee's mother (step), father (step), children (including legally adopted and stepchildren), spouse, brother, sister, employee's mother-in-law, father-in-law, grandparents, grandchildren, and life long partner. Life long partner to be documented by an affidavit certifying that no member of the couple is legally married to another person and they are not related to each other. The affidavit must also affirm that the couple is/has been co-habiting (for a period of six months) and share an exclusive relationship. The couple must be financially interdependent, as evidenced by joint property, joint checking and/or savings accounts.
- b) Additional leave without pay not to exceed that as provided in Section III, 3.1.
- c) Proof of death such as a copy of an obituary must be provided to the Company in order for the employee to receive compensation.

### **3.8 Family and Medical Leave.**

The parties agree to comply with the provisions of the Family and Medical Leave Act. The Employer has developed rules and procedures to comply with the Act. All employees will be given copies of these rules and procedures.

### **3.9 Casual Absenteeism.**

Employees exceeding departmental absenteeism levels over a three (3) month period, or where a pattern seems to be forming, may be required to present a doctor's statement verifying said illness of less than four (4) days. This pattern shall be discussed with the Union before said person is required to present a doctor's statement. Absenteeism levels will be established through departmental work rules.

### **3.10 Jury Duty.**

When an employee is summoned for jury duty in the Federal District Court and is required to lose time on the job as a result, the Company will pay the difference between the pay received for jury duty for that day and eight (8) hours pay providing that the following conditions are met:

- a) When an employee receives such notice to report for jury duty, he shall present such notice to his supervisor four (4) days prior to the reporting date.
- b) The employee must furnish the Company with a statement from the Federal District Court listing the jury allowances paid and the days and times on which jury duty or stand-by jury duty was performed before pay can be authorized.
- c) The employee must report his availability to the dispatcher or his supervisor within thirty (30) minutes of his release from jury duty each day. If the employee is assigned work that day, the Company will pay the difference between pay received for work performed plus any jury duty allowance and eight (8) hours straight-time pay. It is understood that any assignments made to an employee after noon will be in the form of a tripper or similar length work in other departments.
- d) Employees failing to provide proper notice and documentation, or failing to report in the prescribed day, will not be eligible for jury duty pay.

### **3.11 Physical Examinations.**

- a) The Company for just cause may require an employee to submit to a physical examination by a physician duly licensed to practice in Iowa, to determine the employee's ability to adequately perform assigned duties.
- b) The examining physician shall be selected by the Company, and the cost of such examination shall be paid by the Company.
- c) If the Company must relieve an employee from duty to perform the examination, the employee will be reimbursed for work shift time lost.

- d) All employees may be required to have at least one (1) physical examination every two (2) years that is paid by the Company. All employees, upon reaching sixty-two (62) years of age, will be required to have at least one physical examination annually that is paid by the Company.
- e) Should any required physical examination reveal unfitness of the employee to perform assigned duties, the following shall occur depending upon the particular circumstances of each case:
  - 1) The employee involved may continue working while undergoing medical treatment if the examining physician certifies his ability to do so safely.
  - 2) The employee may be placed on sick leave per Section 3.5, at which time the Company may consult with the employee's personal physician.
  - 3) If it is determined that the problem cannot be solved; and, therefore, the employee is unable to perform his job any longer the Company will attempt to transfer the employee to an open position in which he can perform. If no positions are open, the Company will provide professional employment counseling.
  - 4) If the employee refuses to participate in the program for treatment, the Company may terminate said employee.
  - 5) The employee may retire, if applicable.
- f) Any employee refusing a Company required physical examination shall be terminated.

## **SECTION IV**

### **Discipline, Grievance, and Arbitration**

#### **4.1 Discipline.**

The Company has the right to discipline employees for just cause, including violations of reasonable Company rules and regulations or any act of conduct, which is contrary to the provision of this Agreement. Employees being disciplined for violations shall have the right to a hearing prior to discipline.

#### **4.2 Grievance and Arbitration.**

A grievance is defined as a dispute an employee or group of employees may have with the Employer concerning the interpretation, application, or violation of the terms of this Agreement by the Employer. Should an employee or group of employees have a grievance, it shall be adjusted in the following manner:

**STEP ONE** - An employee who claims a grievance shall present such grievance orally, with or without his representative, to the superintendent/director of his department within five (5) working days (Saturdays, Sundays and Holidays excluded) of the occurrence, or five (5) working days (Saturdays, Sundays and Holidays excluded) after he reasonably should have known, but in no event more than thirty (30) days after the occurrence upon which the grievance is based. The superintendent/director of the department shall give his oral answer to the representative and employee(s) within five (5) working days (Saturdays, Sundays and Holidays excluded) after the grievance has been presented to him.

**STEP TWO** - If the grievance is not settled in Step One, it may be appealed by the employee and/or Union representative within five (5) working days (Saturdays, Sundays and Holidays excluded) after the answer of the superintendent/ director. The grievance shall be reduced to writing on an Employee Grievance Form, signed by the aggrieved employee and the Union representative, and should specifically state the section or sections of this Agreement alleged to have been violated. The written grievance shall be promptly presented to the department manager or his designated representative, who dates and numbers the grievance and who shall give his answer in writing to the employee and/or Union representative within five (5) working days (Saturdays, Sundays and Holidays excluded) after the grievance has been presented to him.

**STEP THREE** - When a grievance of an employee or employees cannot be settled by the foregoing grievance procedure, the employee and/or Union representative may refer such disagreement or grievance to the General Manager for final disposition. The Union representative desiring to submit the question to the General Manager shall serve written notice to the General Manager of his intention to do so within five (5) working days (Saturdays, Sundays and Holidays excluded) after the answer in Step Two. The General Manager shall render a determination within a reasonable time not to exceed fifteen (15) days of submission. The General Manager does not have the authority to add to, or to subtract from, or to modify any of the terms of this Agreement, including written supplement to this Agreement.

**STEP FOUR** - Within five (5) working days (Saturdays, Sundays and Holidays excluded) after the receipt of the General Manager's Step Three answer, the grievance may be submitted to arbitration by the Union representative. Notice to the Company of such submission shall be in writing, signed by a representative of the Union, and stating the specific section(s) of the Agreement, which is to be considered by the arbitrator. Upon receipt of a grievance submitted to arbitration according to Step Four of the grievance procedure, representatives of the Union and the Company shall select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of an arbitrator, either may request the Federal Mediation and Conciliation Service to submit a list or lists of arbitrators from which one will be selected by the parties. Such request for list(s) of arbitrators must be made within thirty (30) days of Step Four. Upon receipt of the list of arbitrators, the representative of the Union and a representative of the Company shall alternately strike names from the list until one name remains, and this individual shall be the arbitrator. The representative of the parties shall decide, by a flip of a coin, who shall eliminate the first name from the list.

#### **4.3 Time Limits.**

The failure by an employee or the Union representative to process a grievance within the applicable times specified above shall bar an employee(s) or the Union representative from further pursuit of the grievance, and any such grievance shall be considered settled. Failure by the Employer to process a grievance within the applicable times specified in 4.2 of this Agreement shall result in the grievance proceeding to the next step.

#### **4.4 Powers of the Arbitrator.**

A decision of an arbitrator, within the scope of his authority, shall be final and binding on the Union, the Company, and the aggrieved employee(s). The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The arbitrator may not hear more than one grievance unless the presentation of more than one grievance is mutually agreed to by the Company and the Union.

#### **4.5 Arbitration Expenses.**

The Union and the Company shall share equally the expenses and fees of the arbitrator, and each shall pay its own expenses during the grievance and arbitration procedures.

## **SECTION V**

### **Insurance Provisions**

#### **5.1 Life Insurance.**

During the term of this Agreement, the Company shall provide and pay premiums for standard group life insurance, payable to the beneficiaries or the estate of all active regular full-time employees in the amount of \$20,000, except as specified in Section 8.3.

#### **5.2 Health and Accident Insurance.**

The Company agrees to furnish Health and Accident coverage for all regular full-time employees covered by this Agreement. Claims to be paid at the rate of Fifty Dollars (\$50.00) per day based on a five (5) day workweek. Scheduled days off will not be considered in computation of benefits. Claims are to start with the first (1st) scheduled workday absent due to an accident, and on the fourth (4th) workday absent due to a sickness, retroactive to the first (1st) day of sickness after eleven (11) consecutive work days absent due to said sickness. Health and Accident payments will not exceed twenty-six (26) weeks per occurrence or in any one calendar year. This coverage not to be payable to an employee receiving RTA or any other employers' Worker's Compensation Benefits. Health and Accident payments will only be allowed when the following conditions are met:

- a) Employees must furnish the Company with a doctor's statement from a licensed physician within two (2) weeks after an illness or accident.
- b) All claims shall be supported by a satisfactorily completed Health and Accident form furnished by a licensed physician. Any claim exceeding four (4) weeks shall be supported by a monthly written statement by said physician verifying the continued disability and the date, which the employee should be able to resume his work duties. Failure to comply with all conditions will mean forfeiture of future Health and Accident payment for said illness or injury for a minimum of two (2) weeks.

- c) An employee shall immediately notify her Supervisor and the Human Resources Director upon confirmation of pregnancy by the employee's doctor. Three months after such notification, the employee will be required to present to the Human Resources Director her doctor's written authorization stating conditions of health for each additional month of work. This medical release should state that there are not potential health hazards for the expectant mother and unborn child to allow the employee to continue normal work duties.

Health and Accident (H & A) insurance will be allowed from that point in time which the employee's validation states that continued work will be harmful to the mother and/or the unborn child. These H & A payments shall not exceed the 26-week limit. Six (6) weeks after delivery the employee will be required to present written validation of continued disability. If no disability is evident, the employee will be issued a recall per Section 3.6.



### **5.3 Hospital, Medical, Surgical, and Dental Insurance.**

The Company will provide a health and major medical group program for each eligible regular full-time employee. Any changes in the insurance plans will be by mutual agreement of Company and Union officials.

These coverages provided to the following:

- a) All eligible full-time employees, including their families.
- b) All employees with early retirement for a maximum of one year, provided they continue to pay their employee contribution.
- c) Laid off full-time employees that have accepted part-time positions as specified in Section 8.3.
- d) Contribution level:

- 1) **Single Subscriber** - The Company will pay 100% of the premium not to exceed the following:

**Effective 6/1/06**

\$300 per month

- 2) **Family Subscriber** - The Company will pay 100% of the premium not to exceed the following:

**Effective 6/1/06**

\$490 per month

- e) Eligibility for insurance coverage is determined by the insurance carrier.

### **5.4 Disability Insurance.**

The Company will pay a maximum monthly premium of \$200 for single coverage on current employees and individuals presently on disability retirement until they qualify for Medicare disability insurance. To qualify, current employees must have ten (10) years of service. Employees hired after June 1, 1989, will not be eligible.

## **SECTION VI**

### **General Benefits**

#### **6.1 Pay Day.**

Employees will be paid on a biweekly basis (on every other Friday). However, when any payday falls on a holiday, employees will be paid on the preceding workday.

#### **6.2 Annual Pass.**

The following shall be entitled to an annual pass for free transportation on all buses of the Company and over all lines, subject, however, to all provisions and conditions with regard to passes provided for by the rules of the Company. Passes will be issued thirty (30) days after employment. These passes are valued at \$420.00. Employees who quit or are terminated must return his/her pass(es) prior to receiving their last check. Failure to return the pass(es) will result in the RTA deducting the value of the pass(es) from the last check.

- a) employees free
- b) employee's spouse at \$2.50 per pass
- c) legal minor dependent children of all active employees up to age 21 at \$5.00 per pass
- d) all replacement passes are \$5.00
- e) retiree's and spouse<sup>1</sup> free

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<sup>1</sup> Retired according to IPERS, age sixty-two (62) or on Social Security disability.

## SECTION VII

### Vacation

#### 7.1 Vacation Qualifications.

- a) All regular full-time employees will receive vacations as provided under paragraph 7.2 of this section.
- b) In order to qualify for a full vacation an employee must work forty (40) weeks during the calendar year involved.
- c) Vacations are taken in the year after the one in which they are earned.

#### 7.2 Vacation Allowances.

Vacations for full-time employees hired **before June 1, 1986**, shall be provided as follows:

1st calendar year of service you earn: One week (40)  
2nd calendar year of service you earn: Two weeks (80)  
5th calendar year of service you earn: Three weeks (120)  
12th calendar year of service you earn: Four weeks (160)  
20th calendar year of service you earn: Five weeks (200)  
30th calendar year of service you earn: Six weeks (240)

Vacations for full-time employees hired **after June 1, 1986**, shall be provided as follows:

1st calendar year of service you earn: One week (40)  
3rd calendar year of service you earn: Two weeks (80)  
7th calendar year of service you earn: Three weeks (120)  
12th calendar year of service you earn: Four weeks (160)

- a) All vacation periods to begin on Sunday regardless of days off.
- b) Employees shall have the right to spread their vacations into one-week increments. No part of their vacation shall be less than one week.
- c) Nothing herein contained shall be construed to require any employee to split his vacation, and in the event an employee desires to take his entire vacation in one period, the full vacation may be taken in any

month in which the seniority of the employee will entitle him.

- d) Each employee entitled to vacation will receive a vacation on the basis of forty (40) hours at his regular rate of pay for each week of vacation provided for herein. Vacation pay shall be received as though worked.
- e) Employees who have worked at least forty (40) weeks during any year and who voluntarily or involuntarily leave the service, or pass away, shall be paid the full vacation allowance provided for in this section. Employees who complete less than forty (40) weeks of service during any year (after completing an initial twelve (12) months as a new employee) and leave the service voluntarily, involuntarily, or pass away, shall receive a pro-rata amount of vacation allowance based upon the amount of service during the year in question as follows:
  - 1) One-twelfth (1/12th) of the vacation allowance for each month of employment.
  - 2) One-twenty-fourth (1/24th) of vacation allowance for each half month of employment.
  - 3) Any employee, working beyond the eighth (8th) day and through the twentieth (20th) day of the month will be counted as working one-half (½) month.
  - 4) Any employee working beyond the twentieth (20th) day of the month will be counted as working a full month.

**7.3 Vacation Allowance for Employees Who Lost Time Due to Personal Sickness, Accidents or Retirement.**

- a) Forty (40) weeks of work shall qualify an employee for a full vacation according to continuous years of service.
- b) Scheduled days off shall be considered days worked for purposes of computing full weeks of service.

- c) Vacation time shall be considered time worked for purposes of computing vacations, except that no employee shall be entitled to vacation consideration under this rule unless having actually been in his regular employment for not less than one (1) calendar week or major part thereof during the previous calendar year.
- d) Employees who have sufficient service to qualify for a vacation, but work less than 40 weeks during the calendar year, shall receive one-fortieth (1/40th) of their vacation allowance for each week worked.

**7.4 Vacation in Lieu of Health and Accident.**

Any employee off sick for five (5) or more working days, can take vacation time in lieu of Health and Accident coverage, as long as the vacation is taken in one-week increments, and that employee has the approval of his/her supervisor. If an employee's vacation falls while they are on Health and Accident coverage, the said employee will then be given the option of rebidding his/her vacation according to the vacation weeks open to bid.

## SECTION VIII

### Seniority

#### 8.1 Definition.

Except where otherwise provided, seniority shall mean length of continuous service with the Authority and its predecessor employers as a regular full-time employee. Probationary employees shall have no seniority until they have satisfactorily completed their probationary period. During the probationary period, the Employer may terminate, discipline, or suspend a probationary employee without any restriction under this Agreement and without any review of such action under the grievance procedure. An employee retained after completion of the probationary period shall be placed at the bottom of the seniority list, and his seniority shall relate back to original date of hire.

#### 8.2 Application of Seniority.

In all cases of layoffs, recall after layoffs, and promotions to fill vacancies, the Employer shall consider seniority, qualifications, ability to perform the work, and physical fitness. When vacancies arise, the vacancy shall be posted and the qualifications for the position in question shall be listed. If employees are qualified, able to perform the work, and physically fit, then seniority shall govern. Provided, however:

- a) From the effective date of this Agreement, the positions of Route Supervisor and Dispatcher shall be determined on the basis of qualifications.
- b) Seniority shall be departmental only within the following groups:

OPERATORS GROUP - The employees in this group shall be limited to full-time operators.

MECHANICS GROUP - The employees in this group shall be limited to Apprentices, Journeymen, and Specialists.

BODY SHOP GROUP - The employees in this group shall be limited to Collision and Body Repair Persons.

SERVICE GROUP - The employees in this group shall be limited to Serviceperson and Interior Cleaners. Any employee hired into this group should have at least one-year mechanic's helper experience with validated proof or two semesters of mechanical/ technical or equivalent approved training.

STOREROOM GROUP - The employees in this group shall be limited to Partsperson and Tireperson.

BUILDING/MAINTENANCE GROUP - The employees in this group shall be limited to Buildings and Grounds employees.

- c) Seniority shall apply to temporary transfers. Any transfer of less than sixty (60) working days', duration shall be presumed to be temporary.

### **8.3 Layoff of Full-time Operator to Part-time.**

Full-time employees who are reduced to part-time and have a minimum of five (5) years of service will be paid the part-time operators' wage rate and the Company will maintain life and single health insurance benefits as provided to full-time employees if the employee works at least twenty (20) hours per week as a part-time operator. (The operator can maintain family coverage by paying the difference in premiums themselves).

Operators working less than twenty (20) hours per week or having less than five (5) years of service will receive the part-time operators' rate and no life and health insurance benefits.

Any full-time employee who is laid off can elect to accept or decline a part-time position. Regardless of choice, the employee retains all recall rights for up to eighteen (18) months. A full-time employee reduced to part-time shall have his/her seniority frozen until reinstated to full-time. Upon return to a full-time position, future vacation allowances will be provided on the basis of calendar years of service in a full-time classification.

### **8.4 Seniority Records.**

Seniority records shall be maintained by the Human Resources Department and shall be available at all times. A copy shall be furnished to the Union annually on each anniversary of the Agreement. Any protest as to the correctness of the seniority list must be made in writing to the Human Resources Director within thirty (30) days after the list is posted and/or delivered to the Union. If no written protest is filed by the Union within the specified time limits, the seniority list will be deemed approved.

### **8.5 Loss of Seniority.**

An employee shall lose his seniority in the following manner:

- a) If he is off work for any reason for a continuous period of more than eighteen (18) months (other than absence due to compensable injury under the Iowa Worker's Compensation Act) except as otherwise provided in the Leave of Absence section of this Agreement.
- b) By quitting. (If an employee is absent from work more than three (3) consecutive work days without notifying the Employer, unless such notification was prevented by just cause, and if the absence is without good cause, it will be assumed that he has terminated his employment.)
- c) By discharge for just cause after all grievance procedures have been exhausted.
- d) By failing to report within five (5) working days after the expiration of a leave of absence.
- e) Failure to return to work upon recall after layoff within ten (10) working days after the Employer has given notice of recall or on the date fixed for return to work if the employee has been notified in advance of such date.

### **8.6 Promotions.**

When employees covered by this Agreement are promoted to supervisory positions or otherwise transferred to positions within the Company outside the Union, they will retain and accumulate seniority rights in their former position.



## **SECTION IX**

### **General Wage and Hour Provisions**

#### **9.1 Accident and Claim Reports.**

- a) The Company will pay employees thirty (30) minutes for accident reports that are filled out completely, properly, and turned in within twenty-four (24) hours after the occurrence or on the next working day.
- b) Employees who lose time or have other expenses such as travel, meals, lodging, etc., or are subpoenaed as a witness in cases involving the Company, shall be reimbursed for all said expenses and time.

#### **9.2 Commercial Driver's License (CDL).**

The Company agrees to pay for commercial driver's licenses (CDL) for all employees needing a CDL license in the following manner:

- a) Employees will be reimbursed the full amount of the commercial driver's license upon presentation of proof of payment for license. Employees who terminate employment with the Company prior to two (2) years and one (1) day of service from the last date of license acquisition (with the exception of death) shall have fifty percent (50%) of the total license price deducted from their last check. New employees who do not already possess a commercial driver's license must provide their commercial driver's permit.
- b) Employees who terminate employment with the Company prior to one (1) year shall have the total cost of the license price deducted from their last check plus \$250.00 for the CDL training costs.

### 9.3 Holidays.

a) Days:

The following holidays will be observed on the days as observed in Iowa: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. In addition, each employee shall be granted two floating holidays per year of the Agreement.

b) Eligibility for Holiday Pay:

- 1) Employees must work their entire work assignment the day before and the day after the holiday in order to receive holiday pay.
- 2) In the event a holiday falls within an employee's vacation period, he shall be granted an additional vacation day with pay.
- 3) Employees who are serving their probationary period are not entitled to pay for holidays falling within the probationary period.

c) A floating holiday will be given under the following conditions:

- 1) Employee has been actively employed for ninety (90) days.
- 2) Employee must give at least five (5) working days' notice of intention to take the holiday.
- 3) No more than five (5%) percent of employees may be allowed the holiday at one time.
- 4) If more than five (5%) percent request the same day for the holiday, seniority shall be the sole factor in determining who shall be granted the day off.

- 5) Employees may take a floating holiday with less than the five (5) days' advance notice subject to their supervisor's approval. Employees who have met the advance notice requirement shall have preference for floating holidays regardless of seniority.
- 6) The Company will pay employees for unused floating holidays at the end of each contract year, provided the employee has made a minimum of three (3) requests to use floating holidays that have been denied. Such requests must be made at a time other than dates in conjunction with regularly scheduled holidays for an employee to receive pay for unused floating holidays.
- d) Holiday Pay. Employees who qualify will receive eight (8) hours holiday pay at their regular hourly rate.
- e) Pay for Work on a Holiday. Employees who are otherwise eligible for holiday pay and who work on a holiday will be paid at time and one-half (1½) their regular rate for hours worked on a holiday up to eight (8) hours, and double time for hours worked in excess of eight (8) hours holiday pay in accordance with 9.3(b).
- f) The Company at its sole and exclusive discretion, reserves the right to modify schedules to meet the needs of the community, as determined by the Company on holidays or special events/contracts in accordance with the provisions of this contract.

## **SECTION X**

### **Part-time Employees**

#### **10.1 Use of Part-time Employees.**

Part-time bus operators and maintenance employees shall only be covered under sections of this agreement dealing with probationary period, union membership, union representation, grievance procedure, discipline, FMLA, military leave and wages.

#### **10.2 Number of Part-time Employees.**

No more than sixty-three (63) employees may be employed by the Company as part-time operators at any one time during the period June 1, 2003, to May 31, 2004. No more than sixty-six (66) employees may be employed by the Company as part-time operators at any one time during the period June 1, 2004, to May 31, 2005. No more than sixty-nine (69) employees may be employed by the Company as part-time operators at any one time during the period June 1, 2005, to May 31, 2006. No more than fifteen (15) employees may be employed by the Company as part-time maintenance employees at any one time during the term of this agreement.

#### **10.3 Work Week.**

Part-time employees will not be regularly scheduled to work more than thirty-two (32) hours in any workweek. Part-time employees may work over thirty-two (32) hours in a work week under the following circumstances:

- a) The part-time employee is filling in for other employee absences.
- b) Part-time employees volunteer for extra hours.

The parties further agree that the above can only be exercised after Section 20 and the Overtime Policy has been complied with.

#### **10.4 Guarantee.**

- a) Part-time operators shall be paid for all time during which they are required by the Company to perform any duties, and shall be guaranteed a minimum of two (2) hours of work or pay for each call in. No other guarantees, penalty pay provisions, spread time, paid leave, or other fringe benefits shall be applicable to part-time operators except as provided in Section 8.3 and Section 10. Part-time employees shall be paid overtime for all hours worked over eight (8) in a workday or over forty (40) in any workweek.

- b) If regular route Sunday service is implemented, work will be in the form of straight runs paying no less than three (3) hours.

**10.5 Probationary Period.**

All part-time employees probationary period will be ninety (90) calendar days.

**10.6 Seniority.**

Part-time operators will accrue seniority only within their group while so employed. They will not accrue Company seniority. A part-time operator who applies and is accepted for employment as a full-time operator shall for all purposes accrue Company and Departmental seniority only from the date of his or her hire. A separate list of part-time employees will be made available to the union.

**10.7 Preference for Vacancies.**

Part-time operators who apply for full-time operator positions shall be given preference for such employment on the basis of their seniority.

**10.8 Uniforms.**

Part-time operators will be eligible for \$175.00 annual uniform allowance their first year. Maximum uniform allowance will be no more than \$275.00 annually regardless of employment status changes. Part-time operators upon their second subsequent uniform allowance will be eligible for \$225.00 annual uniform allowance. Part-time maintenance employees will be eligible for \$150.00 annual uniform allowance. Maximum uniform allowance will be no more than \$225.00 annually regardless of employment status. Part-time employees will be required to reimburse the RTA for any used portion of the uniform allowance who have not completed their probationary period. Proof of purchase and cost of uniforms purchased are required to establish allowance entitlement.

### **10.9 Check-off.**

Part-time employees will be subject to Union and Credit Union check off as specified in Section 2.5 as applicable.

### **10.10 Part-time Operator Bidding.**

Upon opening the bidding, approximately forty percent (40%) of the part-time operators shall bid during each forty-eight (48) hour period. Each operator must bid, either in person or by furnishing his choices to the dispatcher on a bid slip. Any operator who fails to bid will be assigned a run as near like the one he is holding as possible, or the extra board if applicable. An operator will be considered available if he is working during the week runs are posted. There will be no bumping during the general bid.

### **10.11 Part-time Holiday Pay.**

a) Days:

The following holidays will be observed on the days as observed in Iowa: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

b) Eligibility for Holiday Pay:

- 1) Employees must work their entire work assignment the day before and the day after the holiday in order to receive holiday pay.
- 2) Employees who are serving their probationary period are not entitled to pay for holidays falling within the probationary period.

c) Holiday Pay: Employees who qualify will receive \$30.00 per day per holiday.

d) Pay for Work on a Holiday: Employees who are otherwise eligible for holiday pay and who work on a holiday will be paid at time and one-half (1½) their regular rate for their assigned run that day in accordance with 10.11(b).

e) The Company at its sole and exclusive discretion, reserves the right to modify schedules to meet the needs of the community, as determined by the Company on holidays or special events/contracts in accordance with the provisions of this contract.

#### **10.12 Part-time Operator's Meals.**

The Company shall furnish all part-time operators a meal not to exceed five dollars (\$5.00) in price in the following cases:

- a) When the operator receives a full-time, straight run with a minimum of eight (8) hours and receives a second assignment with less than one hour between assignments, no more than one per day.
- b) When it is not convenient for the Company to furnish a meal, the Company will add the five dollars (\$5.00) to the operator's pay time.

## SECTION XI Hourly Wage Rates

### FULL-TIME EMPLOYEE GROUP

<u>EFFECTIVE DATE</u>	<u>6/1/06</u>	<u>12/1/06</u>
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#### OPERATORS GROUP

Student Pay	11.94	12.06
First six (6) months	16.80	16.97
Second (6) months	17.04	17.21
Regular	17.12	17.29

#### MECHANICS GROUP

Probationary Pay	15.32	15.47
Apprentice I	17.49	17.67
Apprentice II	17.77	17.95
Apprentice III	18.07	18.26
Apprentice IV	18.38	18.56
Journeyman	18.74	18.92
Specialists	19.25	19.44

#### SERVICE GROUP

##### Serviceperson hired prior to May 6, 1985

	14.09	14.23
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##### Serviceperson hired after May 6, 1985

Probationary Pay	11.19	11.30
First six (6) months	11.56	11.67
Second six (6) months	11.91	12.03
Regular	12.31	12.43

##### Utility Person

Probationary Pay	11.70	11.82
First six (6) months	12.30	12.42
Second six (6) months	12.90	13.03
Regular	13.20	13.33



**EFFECTIVE DATE****6/1/06****12/1/06****Interior Cleaner**

Probationary Pay	9.56	9.65
First six (6) months	10.76	10.87
Second six (6) months	11.13	11.24
Regular	11.57	11.68

**STOREROOM GROUP****Partsperson**

Probationary Pay	14.08	14.22
First six (6) months	16.10	16.26
Second six (6) months	16.15	16.31
Regular	16.21	16.37

**Tireperson**

Probationary Pay	14.14	14.28
First six (6) months	16.15	16.31
Second six (6) months	16.21	16.37
Regular	16.97	17.14

**BUILDING/MAINTENANCE GROUP****Building and Grounds Person**

Probationary Pay	10.29	10.39
First six (6) months	11.76	11.88
Second six (6) months	11.81	11.93
Regular	11.89	12.01

**PART-TIME EMPLOYEE GROUP**

<b><u>EFFECTIVE DATE</u></b>	<b><u>6/1/06</u></b>	<b><u>12/1/06</u></b>
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**OPERATORS GROUP**

Student	10.08	10.18
Probation(First three (3) months)	11.97	12.09
Second three (3) months	12.60	12.72
Regular (Six (6) months)	13.35	13.49

**SERVICE GROUP**

Serviceperson

0 to 90 days	9.27	9.36
90 calendar days	10.33	10.44

Interior Cleaner

0 to 90 days	7.70	7.78
90 calendar days	8.67	8.76

**STOREROOM GROUP**

Partsperson

0 to 90 days	9.85	9.95
90 calendar days	11.21	11.32

**BUILDING/MAINTENANCE GROUP**

Building and Grounds person

0 to 90 days	9.02	9.11
90 calendar days	10.05	10.15

**NOTES:**

1. Operators who serve as instructors for students shall receive an additional seventy-five cents (.75¢) per hour.
2. Operators employed in Dispatcher's Department shall receive not less than operator's scale.
3. Building/Maintenance employees will receive an additional ten cents (.10¢) per hour for each city fireman and city engineer license.
4. Except as modified by Section 8.3.
5. Journeyman mechanics that serve as specialists shall receive an additional fifty cents (.50¢) per hour above the journeyman rate.
6. Lead persons in the Maintenance Group shall receive an additional sixty cents (.60¢) per hour above their normal rate of pay.
7. All Maintenance Department specialists, mechanics apprentices and partsperson(s) who bid other than a day shift will receive a twenty-five cents (.25¢) per hour shift differential premium pay. Day shift is defined as scheduled work beginning at 5:00 a.m. and before Noon. Part-time or temporary employees are not eligible for shift differential.

## **SECTION XII**

### **Escalator Cost-of-Living Agreement**

#### **12.1 General.**

All employees covered by this Agreement shall be covered by a cost-of-living allowance as herein provided. The amounts of the cost-of-living allowance shall be determined and predetermined as provided herein on the basis of Consumer Price Index for Urban Wage Earners and Clerical Workers (1967-100) as published by the U. S. Department of Labor. The base Index for changes as provided herein is May, 1984.

- a) The first reading of the Index shall be as of May Index 1985.
- b) Cost-of-living shall be identified on the basis of one cent (1¢) per hour increase for each .4-point increase in the Index.
- c) The cost-of-living allowance shall not be added to the basic rates during the term of this agreement.

## **SECTION XIII**

### **Uniforms**

#### **13.1 Uniform Code.**

Employees covered by this Agreement will comply with the uniform code as established by the Company. The Union will be consulted on any proposed uniform code changes. In the event of any additions to the existing uniform implemented by the Company during the duration of this contract, the cost of those additions shall be borne by the Company.

#### **13.2 Uniform Allowance.**

Operators will receive a uniform allowance of up-to \$275.00 per year, and maintenance personnel will receive a uniform allowance of up-to \$275.00 per year. Proof of purchase and cost of uniforms purchased are required to establish allowance entitlement.

#### **13.3 Tool Allowance.**

Mechanics will receive a tool allowance of up to \$300.00 per year. Any tool purchased must be contained on the approved tool list. Proof of purchase and receipts for tools bought are required to establish allowance entitlement.

## **SECTION XIV**

### **Transferring of Employees**

#### **14.1 Classification Pay Rate in Case of Transfer.**

If an employee is transferred to other classifications for one (1) hour or more, he will receive pay rate of that classification for all hours worked in that classification, providing he shall not receive less than his own classification.

#### **14.2 Transfers Undesirable.**

The Transit Union agrees that it is undesirable to transfer employees, and the Company agrees not to transfer employees except in cases of emergency.

## **SECTION XV**

### **Picket Line**

#### **15.1 Picket Line.**

Because of tradition that dates back many years, it is expressly agreed by the Company that no employee, a member of the Transit Union, will in any way be criticized or disciplined for his refusal to cross a "picket line." Nor will there be any action taken against Transit Union because of any of its members refusing to cross a "picket line."

**TRANSPORTATION DEPARTMENT**  
**SECTION XVI**  
**Schedule, Number of Buses Running,**  
**and Employment Levels**

**16.1 Hours of Service.**

The Company shall make the hours of service as near as practicable to satisfactory service to the public and economical operation of the Company's buses.

**16.2 Number of Buses Running.**

The Company shall have the right to fix the number of buses running at all hours and the length of time they shall be on the street, endeavoring at all times to make the work as agreeable to the operators as will be consistent with the safest and most economical operation of the Company's buses.

**16.3 Employment Levels**

The Company has the exclusive right to establish the number of full-time and part-time employees in any department, to the extent that it does not violate any section of this agreement.

It is in the interest of the Company to maintain maximum full-time employment levels as long as practicable. To that extent, the Company will not fall below sixty (60) full-time operators unless as a result of service cuts or contracting certain parts of the operation. Before such cuts occur, the Company will meet with the Union representatives to examine other means of achieving the same savings.

## SECTION XVII

### Runs

#### 17.1 Hours.

The purpose of this section is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or days of work per week except where expressly granted. The normal workweek shall consist of five (5) days within a seven (7) day period from Sunday through Saturday.

With the exception of night service, any AM and PM trippers, when combined to total more than seven (7) hours and 42 minutes platform time, must be coupled to form a run. The Company shall maintain a minimum split of two (2) hours on eighty percent (80%) of the split runs from the ending time of the first half and the starting time of the second half of a split run. No split shall report or relieve more than twice in any one day. Any tripper not connected with a school run consisting of five (5) or more hours of platform time shall not pay less than seven hours and 42 minutes unless it is coupled with another tripper and worked as a run.

- a) The Employer will be allowed to have up to a maximum of five (5) runs that have three way splits. Three way splits are exempt from the minimum split of two (2) hours.
- b) The Employer will try to maintain an equal blend of full-time and part-time night service runs.

#### 17.2 Guarantee.

All regular full-time operators (excluding Extra Board) shall be guaranteed thirty-eight and one half (38½) hours of work or pay per week, except in the case of a natural disaster and paid holidays, which fall on weekends<sup>2</sup>. Any bid work not performed will be deducted from the guarantee. When extra work is attached to the front of or back of any assignment and the pay is continuous, the employee will be paid actual time worked.

Show up, trippers and charter work assignments will pay a minimum of three (3) hours. Schoolwork assignments will pay a minimum of two (2) hours.

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<sup>2</sup> Any work schedule change due to a natural disaster or schedule change for holidays falling on weekends shall be bid by seniority off the full-time seniority list.



An employee called in on his/her day off or an employee called back to work after he/she has been dismissed by the dispatcher and has left the property shall be guaranteed a minimum of three (3) hours unless it is a school run, in which case the employee shall be guaranteed a minimum of two hours.

### **17.3 Overtime.**

Overtime shall be paid for at the rate of time and one-half (1½) the employee's straight hourly rate for all hours worked in excess of eight (8) hours in one (1) workday or forty (40) hours in a workweek.

### **17.4 Spread.**

Spread time will be paid at the rate of time and one-half for time worked after the 13th hour.

### **17.5 Must Notify Dispatcher Before Ten O'clock A.M.**

All notifications to the dispatcher that will affect the mark up must be made before ten o'clock a.m., or they will be considered as having been made the following day.

### **17.6 Special Work.**

Operators who are taken off their runs to do extra work shall not receive less pay for such work than their run called for.

### **17.7 Sign-Up and Turn-In.**

All operators will be allowed ten (10) minutes sign-up time and five (5) minutes turn-in time. A second pull out on split runs will receive nine (9) minutes restarting time in addition to sign-up and turn-in time per day. Sign-up, turn in, and restarting time will be considered time worked.

### **17.8 Missing Runs - Loseouts.**

When an employee misses a run and thereby loses out on a run, the employee will be subject to the appropriate probationary period of thirty (30), sixty (60) or ninety (90) days for first, second and third violations. Third violation probationary period may also be accompanied by a suspension of one (1) to three (3) days. Any employee having seven (7) loseouts in a twelve (12) month period, or receiving a fourth loseout while on ninety (90) days probation for loseouts, may be subject to termination. Employees having a loseout for the day may elect to remain on the property to protect other runs and will be assigned other work if it is available, but the employee will still be given a loseout and the appropriate probationary period will be invoked. Such employees will not receive any "show-up" pay for protecting other runs and will have broken their weekly guarantee.

#### **17.9 Pay for Supervisory Work.**

If an operator is used temporarily as a dispatcher or supervisor, his rate of pay shall be the hourly equivalent of pay to dispatchers or supervisors. If, however, an operator is called for such supervisory work and his work for the day is such that he would be entitled to overtime as an operator, he shall then be entitled to rate of pay which will result in the greater amount per hour for such supervisory work; i.e., overtime at operator's rate or straight time at supervisor's rate. "Temporary" as used in this provision shall include up to sixty (60) days of continuous duration.

#### **17.10 Double Assignments.**

If two operators are assigned the same work as the result of a Company error, both employees will be paid.

- a) If the double assignment is given to the regular operator who owns the run and an extra, the regular man will work the run.
- b) If two extra operators are assigned the same run, the extra operator with the highest board seniority for the day will work the run.
- c) In both cases above, the operator who does not work the run will automatically be given three (3) hours pay and will be reassigned to other open work by the dispatcher to complete his days work. In the event there is no other open work, the operator will be guaranteed eight (8) hours' pay for the day unless he is working his day off, in which case he will be guaranteed a minimum three (3) hours at time and one-half (1½).

#### **17.11 Performance History.**

Upon request, an employee will be entitled to a computer printout of their performance history.

#### **17.12 Pay.**

Daily pay for runs will include the total of the following as applicable: platform time, sign-up, turn-in, restarting time, and spread time.

### **17.13 Meals.**

The Company shall furnish full-time operators a meal not to exceed five dollars (\$5.00) in price in the following cases:

- a) when the operator receives a full-time, straight run and receives a second assignment with less than one (1) hour between assignments, no more than one per day.
- b) when it is not convenient for the Company to furnish a meal, the Company will add the five dollars to the operator's pay time.

### **17.14 Sunday/Contracted/Special Services.**

If regular route Sunday service is implemented, work will be in the form of straight runs paying no less than three (3) hours.

### **17.15 Contracted/Special Services.**

Contracted/Special Services will pay platform time plus sign-up and turn-in. Minimum pullouts and overtime provisions will apply.

### **17.16 Partial Run Worked - Pay Time.**

When an operator works part of a run and for any reason another operator works the other part of the same run, the operator who lays off shall receive pay for the actual time worked; and the operator working the other part of the run shall receive the remaining total pay time in the run. Operators laying off for personal reasons other than an emergency as defined by the Transportation Manager and in cases where pay for the other half of the run would not leave at least four (4) hours for the second operator, the operator requesting to be off must accept a deduction for an amount sufficient to give the operator working the other half a minimum of four (4) hours.

## **SECTION XVIII**

### **Holiday Work**

#### **18.1 Holiday Runs.**

All holiday runs shall be bid off two (2) weeks prior to the holiday. Runs not bid will be assigned to the Extra Board from the bottom up. Operators working will be paid time and one-half (1½) for all time worked and sign-up and turn-in time in addition to holiday pay.

## **SECTION XIX**

### **Definitions**

#### **19.1 Definitions.**

- a) Call-In: Any time a regular full-time operator is asked to pull out his regular run ahead of his regular pull out time. (Early school pullouts are covered under Section 17.)
- b) Call-Back: Any work performed by a regular full-time operator after he has completed his regular work schedule and has been relieved or has taken the bus to the garage, whether he is still on the premises of the Company or called from home.
- c) Hold-Out: Any time a regular full-time operator performs work that extends beyond his regular relief time or pull-in time, but has not been relieved or taken the bus to the garage.

## **SECTION XX**

### **Full-time Extra Board**

#### **20.1 Extra Board Work.**

The full-time Extra Board may consist of any open work that is not assigned to part-time operators. The Extra Board shall be rotated on a daily basis.

#### **20.2 Extra Board Size.**

The full-time Extra Board shall not exceed twenty-five percent (25%) of the number of full-time operators.

#### **20.3 Minimum Pay.**

All work assigned from the full-time Extra Board shall have minimum pay as follows: Any pieces of work consisting of less than three (3) hours platform time shall pay three (3) hours. With the exception of school work which shall pay a two (2) hour minimum.

#### **20.4 Show Up Assignments.**

Show-up assignments for regular full-time operators shall pay a minimum of three (3) hours straight time except when the operator on show-up receives an assignment, in which event the operator will receive only the time from the beginning of show-up to the beginning of the assignment. Operators on show-up may be assigned work by the dispatcher for work such as plugs, schedule delays, schedule information, and other transportation related duties. Transportation duties do not include cleaning, building and ground, maintenance nor janitorial duties.

- a) Operators on show-up may be used for a plug that will operate no more than from one end of the line to the other and direct to the garage to complete show-up. When used as a plug, the operator will receive the minimum three (3) hour show-up time plus any time past the termination of his three (3) hour show-up, whichever is greater.
- b) Plugs will be used only for breakdowns or schedule delays. Any plugs working more than two (2) hours will be paid for time shown up prior to the plug plus three (3) hours.

#### **20.5 Extra Work to the Full-time Extra Board.**

No regular full-time or part-time operator shall be assigned extra work when an extra is available for that work on his regular workday.

## **SECTION XXI**

### **Operator Seniority**

#### **21.1 Probation Period.**

All new operators will serve a ninety (90) calendar day probationary period.

#### **21.2 Order of all Bids.**

In the selection of runs, vacations, etc., seniority rights shall prevail. The person who has accumulated the most continuous service with the Company as an operator shall have first choice, and so on down through the entire seniority list.

## **SECTION XXII**

### **Bidding of Runs, Vacations, Holding Runs, and Bumping**

#### **22.1 General Run Bid.**

- a) Posting of Bids: General run bids shall be held at least twice each year, and the effective date shall be the first working day of the week following completion of the bid. Runs showing platform time, pay time, and extra board places will be posted at least ten (10) days before bidding is started. In case of emergency, the Company may change the effective date, but shall reimburse any operator for all time he may lose over his regular day off in this time period.
- b) General Run Bid Process: Upon opening the bidding, approximately twenty percent (20%) of the operators shall bid during each forty-eight (48) hour period. Each operator must bid, either in person or by furnishing his choices to the dispatcher on a bid slip. Any operator who fails to bid will be assigned a run as near like the one he is holding as possible, or the extra board if applicable. An operator will be considered available if he is working during the week runs are posted. Any operator who is not available to bid shall be placed on the extra board and will have bumping rights as provided in Section 22.3 upon his return. There will be no bumping during the general bid.
- c) During the general bid, each operator shall select the run of his choice, or the extra board, and his day off if applicable.
- d) Each operator shall indicate his availability for extra work at the time of the general bid. The overtime lists will be organized in seniority order and each day rotated. Procedures for overtime distribution shall be posted at each general bid.

## **22.2 General Vacation Bid.**

- a) On November 1 of each year, the vacation periods to be bid shall be posted, and the operators shall have a minimum of ten (10) days to study the periods before being required to bid. At the end of the study period, approximately twenty percent (20%) of the operators will be required to bid within each forty-eight (48) hour period until bidding is completed. Operators failing to leave sufficient choices with the dispatcher and not present at time of bidding shall be placed by the dispatcher. The dispatcher will give preference to seniority in placing such operators.
- b) Vacations that come open because of operators leaving the company service, vacation slots that are not filled during the vacation general bid, and vacations left open because of bidding for the above will be posted and bid during each bid period.

## **22.3 Bumping Rights.**

- a) An operator can obtain bumping rights under the following circumstances:
  - 1. When the platform time in any run is changed ten (10) minutes or more, such change shall give the operator affected bumping rights. The operator affected will be given the opportunity to keep his run. If he decides not to keep the run, it will be placed on the board for all operators to bid upon. If a tramp is affected by the run change, it also will be posted to bid if the operator decides not to keep it.
  - 2. When an operator is unavailable for a general run bid.
  - 3. When returning to work after his run has been bid off.
  - 4. When an operator with bumping rights bumps another.



b) Rules governing the use of bumping rights:

1. The dispatcher will be required to notify any operator who has been bumped as soon as he can reasonably be notified, and a record of notification will be made by the dispatcher.
2. An operator will have twenty-four (24) hours to bump after the time of notification.
3. Operators can exercise their bumping rights in the following ways:
  - (a) They can bump any operator below them in seniority.
  - (b) They can hold an open run until the next bidding.
4. Operators failing to exercise their bumping rights within the prescribed time limits will be placed on an open run by the dispatcher. If there are no open runs, the operator will be placed on the Extra Board.
5. When an operator with bumping rights selects an open run, or bumps an operator who is on vacation or on sick leave, he shall be placed on the run the next day. The displaced operator shall be notified when he reports to work following vacation or sickness.
  - (a) The first day of notification, the returning operator shall continue his run.
  - (b) On the second day, the returning operator shall be marked on a run as nearly like the run he formerly worked as is possible and will continue to be marked on a run for the length of time that is necessary to notify the operator that he is displacing and allowing him the same rights as herein set forth.

- (c) Operators taking an open run will be on it the following day except if it is being held, in which case it will be treated as set forth in Section 22.3(b).

#### **22.4 To Hold an Open Run, Operators Must Have Bumping Rights.**

No operator shall be permitted to hold an open run unless he has bumping rights. In the event an operator with bumping rights takes an open run to hold, it is understood that he must take such run if it comes down to him unless other runs have come open in the meantime and are posted for bid. In this case, the operator will be allowed to bid for one of these open runs according to seniority. If the open run that is being held does not come down to the operator on bidding day, that operator must either bid an open run in that bidding period or use his bumping rights within twenty-four (24) hours. Said operator shall not be allowed to hold a second open run unless he has been bumped from the one he was holding. Operators failing to exercise their seniority will be assigned to an unbid run or placed on the Extra Board.

#### **22.5 Open Runs Must Be Bid.**

- a) Provided there are any open runs, there shall be at least one (1) bidding each pay period, at which time all open runs shall be posted for all operators to bid. Immediately after each bidding day, a list of all new open runs will be posted as they come open. All runs coming open on bidding day shall be placed on the bid sheet and worked from the Extra Board until the next bidding.
- b) Any open runs not taken during the bid will be assigned to the operator on the Extra Board with the least seniority.
- c) Operators cannot turn in their runs and hold open runs.
- d) There shall be no bidding on Saturdays, Sundays, or holidays.

## **SECTION XXIII**

### **Special Work**

#### **23.1 Not Less Than Regular Pay.**

Operators temporarily transferred from one department or job to another shall receive the rate of pay of the department or job to which they have been transferred. The new rate of pay shall not be less than that received in their regular employment.

**MECHANICAL, SERVICE,  
AND STOREROOM DEPARTMENTS  
SECTION XXIV  
Hours of Service**

**24.1 Work Day.**

Eight (8) hours will be considered as one day's work in the Mechanical, Service, Storeroom, and Building/Maintenance departments. Employees in these departments will be allowed a lunch period of thirty (30) minutes minimum, without pay. Lunch period will be as near the fourth (4th) hour as possible. Employees will have a break in their work of fifteen (15) minutes between starting time and their lunchtime, and another fifteen (15) minutes break in their work between lunchtime and their regular quitting time. Employees will be allowed ten (10) minutes' time for cleaning of personal tools and personal wash-up at the end of their workday.

**24.2 Work Week.**

The hours of service for employees in the mechanical departments will be forty (40) hours per week. The workweek shall consist of five (5) days at eight (8) hours per day. Days off shall be consecutive and picked in accordance with seniority. As far as is practicable, the Company will schedule days off on Saturdays and Sundays for as many employees as can be spared. Holiday work will be rotated, and the employee(s) to work will be scheduled reasonably in advance.

## **SECTION XXV**

### **Overtime**

#### **25.1 Continuous Overtime Defined.**

- a) Continuous overtime will be all time worked not preceded by a minimum break of four (4) hours.
- b) Regular overtime rates of pay shall be paid for continuous overtime.

#### **25.2 Call-In Defined.**

A call-in is work performed by an employee who is asked to report before his regular work schedule wherein such extra time is in addition to his regular work schedule, except when emergencies dictate a change in scheduled hours.

#### **25.3 Call-Back Defined.**

A callback is any work performed by an employee after he has completed his work schedule and left the property.

#### **25.4 Time and One-Half After Forty (40) Hours.**

All work performed by employees in the Mechanical, Service, Storeroom, and Building/Maintenance departments on the employee's day off that is in excess of forty (40) hours for that week will be paid at a rate of time and one-half (1½).

#### **25.5 Time and One-Half Paid.**

All employees in the Mechanical, Service, Storeroom, and Building/Maintenance departments will receive time and one-half (1½) in the following cases:

- a) Any work performed on an employee's regular day off, minimum six (6) hours pay time.
- b) Call-backs shall pay a minimum of six (6) hours straight time. Employees called for work on their day off will receive a minimum pay time of six (6) hours at straight time.
- c) Call-ins shall be paid at the rate of time and one-half (1½) for actual time worked when an employee receives notice of six (6) hours or more to report to work early.

- d) Work performed in excess of regular work hours through the twelfth (12th) hour.
- e) If lunch is delayed beyond a fourth (4th) hour, or any part of lunch is worked, employees will receive forty-five (45) minutes' straight time. Such pay will not be in addition to a normal thirty (30) minute lunch period.

#### **25.6 Double Time Paid.**

Double time shall be paid to the employees of the Mechanical, Service, Storeroom, and Building/Maintenance departments in the following cases:

- a) Any work in excess of twelve (12) continuous hours.
- b) Call-in time which is before the beginning of employee's regular assignment, and when such "call-in" is in addition to the regular assignment, the rate of pay shall be double time for the actual time worked prior to the beginning of the employee's regular assignment. It is clearly understood that no travel time or report time shall be allowed under this provision. The pay shall begin simultaneously with the beginning of work. This provision shall in no way alter the applicable rates of pay due an employee following regular shift assignments, nor shall the "double time" provisions be construed to be applicable on "call-in" on any days that the affected employee is not scheduled to work his regular shift as established in paragraph 25.5(b) of Section XXV, or when the affected employee has received prior notice as established in paragraph 25.5 (c) of Section XXV.

#### **25.7 Distribution of Overtime.**

Overtime in the Maintenance Department shall be made available equally among all employees within a particular group classification according to seniority. Overtime will be posted and all employees desiring available overtime shall sign their name. Those not signing will not be considered for overtime. Overtime will be rotated to equally distribute extra work among those employees who have signed the overtime list. Seniority within each group will prevail in assigning overtime for those employees who have signed the overtime list.

**25.8 Employee Not Required to Remain.**

It is also understood that in cases where an employee has completed the job for which he was called, he will not arbitrarily be required to remain on the Company's premises in order to complete four (4) hours, but will be allowed to leave the job upon the completion of same-and be paid the six (6) hours minimum straight time.

**25.9 Meals on Call-Ins.**

Employees will be given two (2) meal tickets on call-ins if they do not have time to eat a meal or pack a lunch. One (1) hour's notice will be considered time enough to eat or pack a lunch.

## **SECTION XXVI**

### **Jurisdiction and Seniority**

#### **26.1 Jurisdiction.**

In a competitive bidding situation, (other than directed by the city or county) jurisdiction over runs, contracted services such as schools, charters, and special events, runs will remain with the Transit Union if the cost is within 10% of other options at the disposal of the Company.

#### **26.2 Probationary Period.**

All maintenance employees will be hired on a ninety (90) calendar day probationary period. This includes employees in the Mechanics Group, Body Shop Group, Service Group, Storeroom Group, and Building/Maintenance Group. A new employee on probation cannot bid on another job opening in the maintenance area until the completion of the ninety (90 day probationary period.

#### **26.3 Classification.**

- a) **Mechanics Group** - This group includes Apprentice I, II, III, IV, Journeymen, and Specialist.
- b) **Service Group** - This group includes servicepersons and interior cleaners.
- c) **Storeroom Group** - This group is limited to Parts person and Tireperson.
- d) **Building/Maintenance Group** - This group is limited to buildings and grounds employees.

#### **26.4 Mechanical Department.**

The Mechanics Group includes all mechanics in the four (4) Apprenticeship grades, Journeymen and Specialist classifications. The Apprenticeship Program will consist of the Program dated March 5, 1999, jointly agreed upon between both parties, and can only be changed by mutual agreement between both parties.

#### **Apprentice I**

Qualifications for this grade shall be: The employee shall have successfully passed the apprenticeship aptitude test series and have sufficient designated tools required to perform Apprentice I duties. The Company shall have available a set of tools for use by mechanics in the Apprentice I grade during their probationary period. An employee shall be on probation for the first ninety (90) days to determine adaptability and capabilities.



### **Apprentice II**

Qualifications for this grade shall be: The employee shall have successfully completed the required on-the-job training and classroom instruction hours for an Apprentice I. The employee shall have successfully passed the Apprentice I skills test and have the required tools to perform Apprentice II duties.

### **Apprentice III**

Qualifications for this grade shall be: The employee shall have successfully completed the required on-the-job training and classroom instruction hours for an Apprentice II. The employee shall have successfully passed the Apprentice II skills test and have the required tools to perform Apprentice III duties.

### **Apprentice IV**

Qualifications for this grade shall be: The employee shall have successfully completed the required on-the-job training and classroom instruction hours for an Apprentice III. The employee shall have successfully passed the Apprentice III skills test and have the required tools to perform Apprentice IV duties.

### **Journeyman**

Qualifications for this grade shall be: The employee shall have successfully completed the required on-the-job training and classroom instruction hours for an Apprentice IV. The employee shall have successfully passed the Apprentice IV skills test and have the required tools to perform the duties of a Journeyman. The required tools for each apprenticeship grade will be determined by the Apprenticeship Committee. All Journeyman mechanics will be required to attend a minimum of eight (8) hours of classroom or related instruction (as recommended by the Fleet/Equipment Maintenance Manager with the approval of the Apprenticeship Committee). This requirement will be annually achieved by the employee on or before his Journeyman anniversary date in order for the employee to retain his classification and Journeyman pay. Employees who fail to meet this requirement must requalify for their Journeyman classification and pay. Journeyman requalification requirements will be established by the Apprenticeship Committee. Employees will be paid Apprentice IV wages from Journeyman's anniversary date until Journeyman requalification requirements are met.

## **Specialist**

Qualifications for this grade shall be: The employee will demonstrate knowledge in the area of specialty by having completed special training, exemplary work performance in specific area or has achieved high test scores. Qualified employees will demonstrate superior ability to troubleshoot, repair, and train in the area of specialty. Employees will be expected to perform leadman duties from time-to-time, and to train those with less experience. Qualified employees must also demonstrate the ability to communicate with employees and staff in a leadership role.

The Company may select employees identified as a specialist in each of the following four areas:

- a) Rebuild and Diagnosis
- b) Transmission Rebuilding and Diagnosis
- c) Body Shop Repairs and Painting
- d) Electrical Repairs and Troubleshooting

## **26.5 Seniority.**

The seniority list of employees in the Mechanical, Service, Storeroom, and Building/Maintenance departments show:

- a) The date of employment.
- b) The date of entry into a particular group.
- c) Seniority Groups means seniority accumulated in the Mechanics Group, Service Group, Storeroom Group, and Building/Maintenance Group. Employees bidding (or bumping) into the Storeroom Group cannot bid directly into the Mechanics Group, but may bid into the Service Group.
- d) All other regular, full-time employees will accrue only within their job classification. Seniority for the groups shall be defined as an employee's length of continuous full-time service since their most recent date of hire in that classification. Regular, part-time employees will only accrue seniority in their part-time job classification.

## **SECTION XXVII**

### **Bidding of Jobs and Vacations**

#### **27.1 General Bids.**

The general shift bid of all the Mechanics, Service, Storeroom, and Building/Maintenance groups will be at least once each year. The posting of the shifts of the various classifications shall be November 1 to November 16 of each year, and the bid shall be effective the first Sunday of the following year.

#### **27.2 Vacations.**

Vacation bidding in the Mechanical, Service, Storeroom, and Building/Maintenance departments shall be completed between December 1 to December 16 of each year, and vacations shall be effective the first Sunday of the following year. Employees who split vacations will bid first split in the order of seniority, and then wait until all other employees have completed bidding. Then, seniority shall again prevail for bidding second part of split. The Company will set the number of vacations to be taken during any one week, with a minimum of one (1) bid per week.

#### **27.3 Other Bids.**

- a) No later than five (5) days after vacancies occur or new positions are created, employees in the Mechanical, Service, Storeroom, and Building/Maintenance departments shall be notified by posting a bulletin that such position is open for bid, and such bulletin shall remain posted for three (3) consecutive days. In awarding bids, the controlling criterion will be the employee's ability to do the job in question. The employee's skills must meet job description qualifications, but seniority shall be given due consideration. Those bidding into the Mechanics Group must have successfully passed the mechanical aptitude test administered by the Iowa Workforce Development.
- b) Vacations coming open after General Bid will be held in accordance with Section 27.2.

#### **27.4 Qualifications.**

- a) In the event of failure to qualify for a position, employees shall revert to their former position and seniority group, and employees they displace shall be demoted accordingly.
- b) Any employee of a particular group can choose a shift in a lower group according to his seniority in the elected lower group without relinquishing seniority of his former group.

## **SECTION XXVIII REOPENER CLAUSE**

In the event of a change in any state, federal or local law that is directly related to any section of this contract, that section of the contract shall be reopened for negotiations, upon mutual consent of the Company and the Union.

## **SECTION XXIX DURATION OF AGREEMENT**

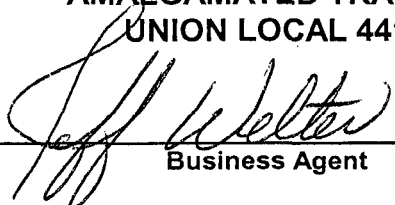
This agreement shall be effective June 1, 2006, and remain in effect through May 31, 2007. Either party wishing to terminate or modify this Agreement effective from and after May 31, 2007, shall notify the other party in writing no later than October 1, 2006, so that effective bargaining can take place prior to the budget certification dates of the community members of the Authority as provided in Chapter 20, 1975 Code of Iowa.


**DES MOINES METROPOLITAN  
TRANSIT AUTHORITY**

By   
Chair, Joint Board of Transit Trustees

  
General Manager

**AMALGAMATED TRANSIT  
UNION LOCAL 441**

By   
Business Agent

  
President

# NOTES

